

REMARKS**I. INTRODUCTION**

Claims 9, 16 and 18 have been amended. Claims 1, 2, 5-10 and 12-19 remain pending in the present application. No new matter has been added. In view of the above amendments and the following remarks, it is respectfully submitted that all of the presently pending claims are allowable.

II. THE 35 U.S.C. § 102(e) REJECTIONS SHOULD BE WITHDRAWN

Claims 1-2, 6-8 and 14-19 stand rejected under 35 U.S.C. § 102(e) as anticipated by U.S. Patent No. 6,327,576 to Ogasawara. (See 2/8/06 Office Action, pp. 3-6).

Ogasawara describes a system by which information concerning shelf-life limitations of products is made available to a purchaser electronically. (See Ogasawara, Abstract). The information is stored on an electronic receipt used to generate and maintain an inventory control system on a home terminal. (Id. at col. 3, lines 4-10). The receipt is provided on an IC card or stored on a web server. (Id. at col. 4, lines 47-53). The terminal obtains the information directly from the IC card, or from the web server using the customer's name and ID, store name and shopping date and time. (Id. at col. 11, lines 39-61). To maintain a stock record of items, the terminal can automatically identify items by their RFID labels. (Id.). If the items use bar code labels, the customer must press an "IN" key to initiate download of the information. (Id.). Once the list is created, the customer reviews the list by pressing a "LIST" key. (Id. at col. 12, lines 45-46).

Claim 1 recites a method for manipulating receipt data comprising "*selecting a first line item from a first electronic receipt, thereby forming an electronic list, wherein the first electronic receipt includes a record of a purchase transaction*" and "*storing the list on a data farm*" and "*authorizing a group of people to review the list.*" According to an exemplary embodiment of the present invention, a consumer purchases a product via a website of an e-

merchant. (See Specification, p. 8, lines 1-8). After the purchase, the e-merchant may forward a record of the purchase (e.g., an electronic receipt/transaction record) to an electronic-receipts service. (Id. at col. 10, lines 25-31). At a time subsequent to the purchase and from a remote location, the consumer may view the electronic receipt in detail, select one or more line items therefrom and create a review list. The list may be made available for review by one or more other persons/entities. (Id. at col. 11, lines 1-19).

Applicant respectfully submits that Ogasawara neither discloses nor suggests “forming an electronic list” and “storing the list on a data farm.” According to Ogasawara, the customer creates and manages the list on the terminal. The information is transferred to the terminal, and the user manually edits the list by deleting items. (Id. at col. 11, lines 62 - col. 12, line 5). This is different from the present invention in several respects. The present invention recites forming a list from an electronic receipt prior to storing the list electronically on a data farm. In contrast, Ogasawara teaches creating and editing a list *after receipt information is downloaded* to the terminal. Furthermore, Ogasawara does not teach or suggest storing the list on any device other than the terminal, which is *not a data farm*. Thus, it is respectfully submitted that Ogasawara neither discloses nor suggests “selecting a first line item from a first electronic receipt, thereby forming an electronic list, wherein the first electronic receipt includes a record of a purchase transaction” and “storing the list on a data farm,” as recited in claim 1.

In addition, Ogasawara makes no mention or suggestion that the list is made viewable to authorized users. The system described by Ogasawara only allows the customer to view the list. Ogasawara states that the purchaser (i.e., customer) includes “the individual that actually purchases the product items and anyone else able to operate the system in the case of home use of the invention.” (Id. at col. 14, lines 44-49). The products purchased can be shared by persons living with the customer; these persons have an inherent interest in viewing the list for expiration information and therefore, are also customers even though they may not have purchased the products. Because the terminal is designed for personal and home use by the customers alone, no authorization of users is required. Thus, it is respectfully submitted that

Ogasawara neither discloses nor suggests "authorizing a group of people to review the list," as recited in claim 1. Because claims 2, 6-8 and 14-15 depend from, and, therefore include the limitations of claim 1, it is respectfully submitted that these claims are also allowable.

Claim 16 recites limitations substantially similar to those of claim 1, including "a first e-merchant stored in a first computing device and operable to generate an electronic receipt, wherein the electronic receipt includes a record of a purchase transaction" and "a data farm stored in a memory coupled to said first e-merchant and configured to store said electronic receipt" and "*a shopping service stored in a second computing device coupled to said data farm and configured to retrieve said electronic receipt for a consumer and allow the consumer to select a line item from said transaction record, thereby creating a review list stored on the data farm.*" Thus, it is respectfully submitted that claim 16 is also allowable. Because claim 17 depends from, and, therefore includes the limitations of claim 16, it is respectfully submitted that this claim is also allowable.

Claim 18 recites limitations substantially similar to those of claim 1, including "a computer program product for manipulating receipt data comprising a computer readable memory and a program module, the program module including instructions directing a processor to: select a first line item from a first electronic receipt, wherein the first electronic receipt includes a record of a purchase transaction; *store the selected first line item in a remote storage location to form a list; and authorize a group of people to review the list.*" Because claim 19 depends from, and, therefore includes the limitations of claim 18, it is respectfully submitted that this claim is also allowable.

IV. THE 35 U.S.C. § 103(a) REJECTIONS SHOULD BE WITHDRAWN

Claim 5 stands rejected under 35 U.S.C. § 103(a) as unpatentable over Ogasawara in view of Official Notice taken by the Examiner that it would be obvious to place orders for line items on the list which are expiring shortly or have expired in order to replenish the items. (See 2/8/06 Office Action, p. 7).

It is respectfully submitted that the Official Notice taken by the Examiner does not cure the above-noted defects of Ogasawara. Specifically, the Official Notice does not disclose or suggest "selecting a first line item from a first electronic receipt, thereby forming an electronic list, wherein the first electronic receipt includes a record of a purchase transaction" and "storing the list on a data farm" and "authorizing a group of people to review the list," as recited in claim 1. Even if it were obvious to place orders for line items, this would still be insufficient to allow the system described by Ogasawara to constitute "forming an electronic list" and "storing the list on a data farm" and "authorizing a group of people to review the list." Thus, it is respectfully submitted that the Official Notice is insufficient to cure the deficiencies of Ogasawara and that neither the Official Notice nor Ogasawara, either alone or in combination, discloses or suggests "selecting a first line item from a first electronic receipt, thereby forming an electronic list, wherein the first electronic receipt includes a record of a purchase transaction" and "storing the list on a data farm" and "authorizing a group of people to review the list," as recited in claim 1. Because claim 5 depends from, and, therefore includes all of the limitations of claim 1, it is respectfully submitted that this claim is also allowable.

Claims 9-10 and 12 stand rejected under 35 U.S.C. § 103(a) as unpatentable over U.S. Patent No. 6,490,602 to Kraemer in view of Ogasawara. (See 2/8/06 Office Action, pp. 7-9).

Kraemer describes a method for providing a unified toolbar across product webpages of multiple, independent retailers. (See Kraemer, Abstract). A purchase request by a user is made via the toolbar which is inserted into a source code of the webpage. (*Id.* at col. 3, lines 64-67). An enhanced functionality server fills out purchase forms (i.e., name, credit card, shipping address, etc.) after the user has indicated that he wishes to purchase a product by using the "purchase this product" service on the toolbar. (*Id.* at col. 3, lines 12-22). Alternatively, other users may view the product selected by the user and purchase the product for the user themselves. (*Id.* at col. 5, line 40 - col. 6, line 67).

Claim 9 recites limitations substantially similar to claim 1, including “generating an electronic receipt for the transaction, the receipt including a line item corresponding to a purchase record for each of the first and second goods” and “*storing the electronic receipt in a remote database for later retrieval, wherein the consumer may select the line items, thereby authorizing a group of users to retrieve the line items.*”

The Examiner has acknowledged that Kraemer neither discloses nor suggests “*storing the electronic receipt in [a] database for later retrieval, wherein the consumer may select line items, thereby allowing a group of users to retrieve the line items.*” (See 2/8/06 Office Action, pp. 8-9). As discussed above with reference to claim 1, Ogasawara neither discloses nor suggests “selecting a first line item from a first electronic receipt, thereby forming an electronic list, wherein the first electronic receipt includes a record of a purchase transaction” and “*storing the list on a data farm*” and “*authorizing a group of people to review the list,*” as recited in claim 1. Thus, Ogasawara does not cure the deficiencies of Kraemer and it is respectfully submitted that neither Kraemer nor Ogasawara, either alone or in combination, discloses or suggests “*storing the electronic receipt in a remote database for later retrieval, wherein the consumer may select the line items, thereby authorizing a group of users to retrieve the line items,*” as recited in claim 9. Because claims 10 and 12 depend from, and, therefore include the limitations of claim 9, it is respectfully submitted that these claims are also allowable.

Claim 13 stands rejected under 35 U.S.C. § 103(a) as unpatentable over Kraemer in view of Ogasawara and in further view of the article, “End-to-End Enterprise Solution: Extending the Reach of Retail Stores Through Point-of-sale Web Technology” (“the Article”). (See 2/8/06 Office Action, pp. 9-10). It is respectfully submitted that the Article does not cure the deficiencies of Kraemer and Ogasawara, and that neither Kraemer nor Ogasawara, nor the Article, either alone or in combination, discloses or suggests “*storing the electronic receipt in a remote database for later retrieval, wherein the consumer may select the line items, thereby authorizing a group of users to retrieve the line items,*” as recited in claim 9. Because 13 depends from, and, therefore include the limitations of claim 9, it is respectfully submitted that this claim

is also allowable.

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CONCLUSION

In light of the foregoing, Applicant respectfully submits that all of the now pending claims are in condition for allowance. All issues raised by the Examiner having been addressed, an early and favorable action on the merits is earnestly solicited.

Respectfully submitted,


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